

Fill in this information to identify the case:

Debtor 1 Miranda K Westbrook

Debtor 2
(Spouse, if filing) _____

United States Bankruptcy Court for the: Southern District of Ohio
(State)

Case number 1:16-bk-10431

Official Form 410S1

Notice of Mortgage Payment Change

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of creditor: U.S. Bank Trust National Association, as
Trustee of the SCIG Series III Trust

Court claim no. (if known): 9

Last 4 digits of any number you use to
identify the debtor's account:

4 0 3 3

Date of payment change:

Must be at least 21 days after date of this notice 10 / 01 / 2019

New total payment:

\$ 1,220.32

Principal, interest, and escrow, if any

Part 1: Escrow Account Payment Adjustment

1. Will there be a change in the debtor's escrow account payment?

☒ No

☐ Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: _____

Current escrow payment: \$ _____

New escrow payment: \$ _____

Part 2: Mortgage Payment Adjustment

2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate on the debtor's variable-rate account?

☐ No

☒ Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why: _____

Current interest rate: 3.375 %

New interest rate: 3.750 %

Current principal and interest payment: \$ 823.02

New principal and interest payment: \$ 856.27

Part 3: Other Payment Change

3. Will there be a change in the debtor's mortgage payment for a reason not listed above?

☒ No

☐ Yes. Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.)

Reason for change: _____

Current mortgage payment: \$ _____

New mortgage payment: \$ _____

Debtor 1 Miranda K Westbrook Case number (if known) 1:16-bk-10431
First Name Middle Name Last Name

Part 4: Sign Here

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box.

- ☐ I am the creditor.
☒ I am the creditor's authorized agent.

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

X /s/ Michelle R. Ghidotti-Gonsalves Date 09 / 10 / 2019
Signature

Print: Michelle R. Ghidotti-Gonsalves Title AUTHORIZED AGENT
First Name Middle Name Last Name

Company Ghidotti Berger, LLP

Address 1920 Old Tustin Ave
Number Street
Santa Ana, CA 92705
City State ZIP Code

Contact phone (949) 427 - 2010 Email mghidotti@ghidottiberger.com



BSI Financial Services
314 S Franklin St. / Second Floor PO Box 517
Titusville PA 16354
Toll Free: 800-327-7861
Fax: 814-217-1366
myloanweb.com/BSI

September 5, 2019

JAMIRE WESTBROOK
MIRANDA K WESTBROOK
1410 APPLE FARM DR
AMELIA OH 45102

Loan Number:
Property Address: 1410 APPLE FARM DRIVE
AMELIA OH 45102

Dear JAMIRE WESTBROOK
MIRANDA K WESTBROOK:

Changes to Your Mortgage Interest Rate and Payments on 10/01/19.

Under the terms of your Adjustable-Rate Mortgage (ARM), you had a 064 month period during which your interest rate stayed the same. That period ends on October 1, 2019 so on that date your interest rate may change. After that, your interest rate may change for the rest of your loan term. Any change in your interest rate may also change your mortgage payment.

	Current Rate and Monthly Payment	New Rate and Monthly Payment
Interest Rate	3.37500%	3.75000%
Principal	\$357.39	\$340.03
Interest	\$465.63	\$516.24
Escrow (Taxes and Insurance)	\$364.05	\$364.05
Total Payment	\$1187.07	\$1220.32 Due 10/01/19

Interest Rate: We calculated your interest rate by taking a published "index rate" and adding a certain number of percentage points, called the "margin." Under your loan agreement, your index rate is 1.75000% your margin is 2.00000%. The 1 YEAR TREASURY is published Weekly in FEDERAL RESERVE.

Licensed as Servis One, Inc. dba BSI Financial Services.

BSI NMLS # 38078. Customer Care Hours: Mon. - Fri. 8:00 am to 11:00 pm (ET) and Sat. 8:00 am to 12:00 pm (ET). If you have filed a bankruptcy petition and there is an "automatic stay" in effect in your bankruptcy case or you have received a discharge of your personal liability for the obligation identified in this letter, we may not and do not intend to pursue collection of that obligation from you personally. If either of these circumstances apply, this notice is not and should not be construed to be a demand for payment from you personally. Unless the Bankruptcy Court has ordered otherwise, please also note that despite any such bankruptcy filing, whatever rights we hold in the property that secures the obligation remain unimpaired.



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314 S Franklin St. / Second Floor PO Box 517
Titusville PA 16354
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Fax: 814-217-1366
myloanweb.com/BSI

Rate Limit[s]: Your rate cannot go higher than 8.37500% over the life of the loan. Your rate can change each year by no more than 1.00000%. We did not include an additional 0.00000% interest rate increase to your new rate because a rate limit applied. This additional increase may be applied to your interest rate when it adjusts again on *October 1, 2020*.

New Interest Rate and Monthly Payment: The table above shows your new interest rate and new monthly payment. Your new payment is based on the 1 YEAR TREASURY, your margin, 2.00000%, your loan balance of \$ 165,198.18, and your remaining loan term of 296 months.

Prepayment Penalty: None

If You Anticipate Problems Making your Payments:

- Contact BSI Financial Services at 800-327-7861 as soon as possible.
- If you seek an alternative to the upcoming changes to your interest rate and payment, the following options may be possible (most are subject to lender approval):
 - Refinance your loan with another lender;
 - Modify your loan terms with us;
 - Sell your home and use the proceeds to pay off your current loan;
 - If you are not able to continue paying your mortgage, your best option may be to find more affordable housing. As an alternative to foreclosure, you may be able to enter into a short sale by selling your home and using the proceeds to pay off your current loan or to deliver to us a deed-in-lieu of foreclosure.
- If you would like contact information for counseling agencies or programs in your area, call the U.S. Department of Housing and Urban Development (HUD) at 1-800-569-4287 or visit <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>. If you would like contact information for a state housing finance agency, contact the U.S. Consumer Financial Protection Bureau (CFPB) at <http://www.consumerfinance.gov/mortgagehelp/>.

Should you have any questions regarding this notice, please reach out to JESSE MCCARTHY, your Single Point of Contact for this loan, at 888-738-5873.

Sincerely,

BSI Financial Services
NMLS # 38078; # 1195811

GR-2004-09242015_CA08082014

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Kristin Zilberstein, Esq. (SBN: 200041)
Jennifer Bergh, Esq. (SBN: 305219)
Michelle R. Ghidotti-Gonsalves, Esq. (SBN 232837)
GHIDOTTI | BERGER
1920 Old Tustin Ave.
Santa Ana, CA 92705
Ph: (949) 427-2010
Fax: (949) 427-2732
kzilberstein@ghidottiberger.com

Authorized Agent for Creditor
U.S. Bank Trust National Association, as Trustee of the SCIG Series III Trust

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO— CINCINNATI DIVISION

In Re:)	CASE NO.: 1:16-bk-10431
)	
Miranda K Westbrook,)	CHAPTER 13
)	
Debtors.)	CERTIFICATE OF SERVICE
)	
)	
)	
)	
)	
)	
)	
)	

CERTIFICATE OF SERVICE

I am employed in the County of Orange, State of California. I am over the age of eighteen and not a party to the within action. My business address is: 1920 Old Tustin Avenue, Santa Ana, CA 92705.

I am readily familiar with the business's practice for collection and processing of correspondence for mailing with the United States Postal Service; such correspondence would be deposited with the United States Postal Service the same day of deposit in the ordinary course of business.

On September 10, 2019 I served the following documents described as:

- NOTICE OF MORTGAGE PAYMENT CHANGE**

on the interested parties in this action by placing a true and correct copy thereof in a sealed envelope addressed as follows:

(Via United States Mail)

Debtor

Miranda K Westbrook
1410 Apple Farm Dr.
Amelia, OH 45102

Trustee

Margaret A Burks
600 Vine Street
Suite 2200
Cincinnati, OH 45202

Debtor's Counsel

Nicholas A Zingarelli
Zingarelli Law Office, LLC
810 Sycamore Street
Third Floor
Cincinnati, OH 45202

U.S. Trustee

Asst US Trustee (Cin)
Office of the US Trustee
36 East Seventh Street
Suite 2030
Cincinnati, OH 45202

xx (By First Class Mail) At my business address, I placed such envelope for deposit with the United States Postal Service by placing them for collection and mailing on that date following ordinary business practices.

 Via Electronic Mail pursuant to the requirements of the Local Bankruptcy Rules of the Eastern District of California

xx (Federal) I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on September 10, 2019 at Santa Ana, California

/s/ Lauren Simonton
Lauren Simonton